IN THE UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF NORTH CAROLINA WESTERN DIVISION

No. 5:20-cv-690-FL

FLUFFY UNICORN, LLC,)	
)	
Plaintiff,)	
)	ORDER ON
v.)	JOINT MOTION TO DISMISS
)	WITH PREJUDICE
SHIELD REPUBLIC, LLC,)	
and CHARLIE ROMERO,)	
)	
Defendants.)	

The Court, having reviewed the *Joint Motion to Dismiss With Prejudice* ("<u>Joint Motion</u>") submitted by Plaintiff Fluffy Unicorn, LLC ("Plaintiff") and Defendants Shield Republic, LLC and Charlie Romero (collectively, "Defendants"), and for good cause shown, hereby GRANTS the Joint Motion in its entirety.

IT IS, THEREFORE, ORDERED that the above-captioned lawsuit (together with all claims asserted therein by or against any party to the lawsuit) is hereby DISMISSED with prejudice; that no party to the lawsuit shall be taxed any costs or fees in connection with this lawsuit or this order; and that the Clerk of the Court is directed to close this case in due course.

IT IS FURTHER ORDERED that the Court specifically retains jurisdiction to enforce the parties' August 24, 2021 *Settlement Agreement. See Kokkonen v. Guardian Life Ins. Co. of Am.*, 511 U.S. 375, 381 (1994) (recognizing that a federal district court may retain jurisdiction to enforce a "dismissal-producing settlement agreement" in its order of dismissal); *Columbus-American Discovery Group v. Atlantic Mut. Ins. Co.*, 203 F.3d 291, 299 (4th Cir. 2000) (order of dismissal

stating that "[t]he court retains jurisdiction to enforce the settlement of the parties" granted the district court jurisdiction to enforce the parties' settlement agreement).

IT IS SO ORDERED.

DATED: September 7, 2021

Nowie W. Dlonegan

HONORABLE LOUISE W. FLANAGAN UNITED STATES DISTRICT JUDGE